

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE SIDE

Writ Petition No.2136 of 2006

Sett Minar CHS Ltd. ..Petitioner

vs.

1. Miss Shirin Jeejeebhoy
and others ..Respondents

Shri K.B.Nambiar for petitioner
Shri Y.S.Jahagirdar, Sr. Counsel with Shri J.P. Sen i/b M/s
Federal Rashmikant for respondent nos.1 to 3.

CORAM: S.B.MHASE J.
19th April, 2006

P.C.

1. Heard the learned Counsel for the parties.

2. The writ petition arises against the order dated 15th February, 2006 as a result of which the interim application filed by the respondents is allowed in terms of prayer clauses (a) and (b).

3. It is admitted position that the respondents are the members of the petitioner society and as per earlier agreement they were paying the maintenance charges. However, the maintenance charges have been revised by the society and that is being challenged by the disputants/respondents. The controversy is pending before the Cooperative Court. Shri Jahagirdar makes a statement that during the pendency of the dispute, the respondents will go on making payment of maintenance charges as they were paying earlier. The learned counsel for the

petitioner states that the petitioner may be permitted to tender the bills as per the Resolution passed by the society. However, Shri Jahagirdar has no objection for giving those bills but those bills shall be subject to outcome of the pending dispute. In view of these submissions made by the learned counsel for the parties following order is passed.

a) During pendency of the dispute the respondents shall go on making payment of the maintenance charges as they were paying earlier to the occurrence of the dispute. The society may go on giving bills as per their resolution, however, those bills are subject to the outcome of the dispute pending before the Cooperative Court.

b) Since the amount of maintenance being in lacs of rupees and the society has to bear the maintenance expenses, it is desirable to expedite the hearing of the dispute. The Cooperative Court is hereby directed to dispose of the dispute within a period of six months. Both the parties are directed to cooperate with the Cooperative Court.

c) If the society refuses to accept the amount of maintenance charges as directed above the respondents may deposit the same upto date in the Cooperative Court.

4. Petition is disposed of accordingly.

(S.B.MHASE J.)